

<b>REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO				CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000006240	
TO: CITY COUNCIL		FROM (ORIGINATING DEPARTMENT): Transportation&Storm Water Dept		DATE: 06/18/2013	
SUBJECT: Concrete Material for Street Division Operations					
PRIMARY CONTACT (NAME, PHONE): John Helminski,619-527-7504, MS 44			SECONDARY CONTACT (NAME, PHONE): Edgar Puente, 619-527-7527, MS 44		
COMPLETE FOR ACCOUNTING PURPOSES					
FUND	700011	100000	700011	700000	
DEPT / FUNCTIONAL AREA	OTHR-00000000-WU	OTHR-00000000-TR	OTHR-00000000-WU	OTHR-00000000-PR	
ORG / COST CENTER	2013171212	2116110013	2013171112	2011131412	
OBJECT / GENERAL LEDGER ACCT	511091	511091	511091	511091	
JOB / WBS OR INTERNAL ORDER	21003134		21003136	21001425	
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$8,000.00	\$930,000.00	\$192,000.00	\$70,000.00	0.00
FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00
COST SUMMARY (IF APPLICABLE): Expenditure of up to \$1,200,000 for the first year of the contract funded by:					
<p>\$930,000 General Fund 100000</p> <p>\$200,000 Water Operating Fund 700011</p> <p>\$70,000 Sewer Operating Fund 700000</p>					
Total expenditures of \$1,200,000 plus up to 3% price escalation in Years 2-5 of the agreement funded by the same funding sources.					
ROUTING AND APPROVALS					
CONTRIBUTORS/REVIEWERS:		APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	
Liaison Office		ORIG DEPT.	Sturdevan, Kip	7/1/2013	
Environmental Analysis		CFO			
Equal Opportunity Contracting		DEPUTY CHIEF			

Financial Management		COO	Chadwick, Scott	7/10/2013
Comptroller		CITY ATTORNEY	Gerrity, Ryan	7/9/2013
		COUNCIL PRESIDENTS OFFICE		
PREPARATION OF:	<input checked="" type="checkbox"/> RESOLUTIONS	<input type="checkbox"/> ORDINANCE(S)	<input type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)
<p>1. The Mayor or his designee is authorized to execute a one-year agreement, with the option to renew for up to four (4) additional one-year periods, with Diamond Concrete Supply, Inc., for the purpose of furnishing mixed and delivered concrete per terms and conditions of Bid Number 10034119-13-Y; and</p> <p>2. The Chief Financial Officer is authorized to expend an amount not to exceed \$6,370,963 over five (5) years for the purpose of furnishing mixed and delivered concrete from Diamond Concrete Supply, Inc., contingent upon the adoption of the Annual Appropriations Ordinance for the applicable fiscal year and contingent upon Chief Financial Officer first furnishes one or more certificates certifying that the funds necessary for expenditures are, or will be, on deposit with the City Treasurer; and</p> <p>3. The Chief Financial Officer is authorized to expend an amount not to exceed \$1,200,000 (which \$200,000 from Fund 700011, Water Operating Fund; \$930,000 from Fund 100000, General Fund; and \$70,000 from Fund 700000, Sewer Operating Budget), for the purpose of executing this agreement and meeting minimum agreement requirements; contingent upon the adoption of the Fiscal Year 2014 Appropriation Ordinance and contingent upon Chief Financial Officer furnishing a certificate certifying that the funds necessary for expenditures are, or will be, on deposit with the City Treasurer.</p>				
<b>STAFF RECOMMENDATIONS:</b> Approve the requested action.				
<b>SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)</b>				
COUNCIL DISTRICT(S):	1 THRU 9			
COMMUNITY AREA(S):	VARIOUS			
ENVIRONMENTAL IMPACT:	THIS ACTIVITY IS NOT A 'PROJECT' AND IS THEREFORE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(C)(3) AND 15378(B)(5).			
CITY CLERK INSTRUCTIONS:	PLEASE SEND COPY OF THE AUTHORIZATION RESOLUTIONS TO EDGAR PUENTE, MS #44			

**COUNCIL ACTION  
EXECUTIVE SUMMARY SHEET  
CITY OF SAN DIEGO**

DATE: 06/18/2013

ORIGINATING DEPARTMENT: Transportation&Storm Water Dept

SUBJECT: Concrete Material for Street Division Operations

COUNCIL DISTRICT(S): 1 THRU 9

CONTACT/PHONE NUMBER: John Helminski/619-527-7504, MS 44

**DESCRIPTIVE SUMMARY OF ITEM:**

This action will approve a one-year agreement, in an amount not to exceed \$1,200,000, with Diamond Concrete Supply, Inc. to furnish mixed and delivered concrete and authorize the City to renew for up to four (4) additional one-year periods. The Street Division utilizes concrete to maintain and repair streets, alleys, raised medians, curbs, gutters, cross gutters, and sidewalks.

**STAFF RECOMMENDATION:**

Approve the requested action.

**EXECUTIVE SUMMARY OF ITEM BACKGROUND:**

The City Purchasing Department bid this contract through the Invitation for Bids (IFB) process. The contract was publically advertised and three bids were received. The three bids were by: Vulcan Materials Company, Logans Marketing, and Diamond Concrete Supply, Inc. Logans Marketing submitted the lowest bid. However, the bid was deemed non-responsive. Diamond Concrete Supply, Inc. was the lowest, responsive, and reliable bidder. Therefore, the City recommended award of the subject bid to Diamond Concrete Supply, Inc.

The mixed and delivered concrete material to be purchased as part of this contract will be used by the City's Street Division as part of its daily operations for fiscal year 2014. The City of San Diego has over 3,000 miles of streets and alleys and approximately 5,000 miles of sidewalks. The City of San Diego's Street Division performs maintenance services for existing concrete streets and alleys, raised medians, curbs, sidewalks, and cross gutters. The repairs consist of removing and replacing damaged concrete.

In addition to maintenance services, Street Division constructs public works projects such as installation of new sidewalks in conjunction with our 50/50 program, curb ramps, raised medians with stamped concrete, and concrete bus pads. Additionally, Street Division has a Service Level Agreement (SLA) with the Public Utilities Department for restoration of concrete streets, alleys and sidewalks after repair of water and sewer main breaks. As part of this SLA, Street Division performs approximately 36,000 square feet of repair of sidewalks, concrete streets, cross gutters, and alleys annually.

The mixed and delivered concrete material must conform to the Standard Specifications for Public Works Construction, 2012 edition. The following type of concrete material will be required to perform Street Division Maintenance Operations:

- Concrete, 520-C-2500

- Concrete, 560-C-3250
- Concrete, 520-C-2500 Pump Mix
- Concrete, 565-C-3250 Pump Mix
- Concrete, Class D Std. (Seven (7) Sack)  
Type II Cement 1" Hardrock
- Calcium Chloride
- Fiber Mesh @ 1-1/2 lbs. per Cubic Yard
- Fiber Mix @ 1-1/2 p lbs. per Cubic Yard
- Type II, 3/8" Rock 3,500 PSI Pump Mix with No Fly  
Ash per Mix Design No. 3511000

This is a one-year contract with four yearly options to renew.

#### FISCAL CONSIDERATIONS:

The cost for the first year of the agreement shall not exceed \$1,200,000 (which \$200,000 from Fund 700011, Water Operating Fund; \$930,000 from Fund 100000, General Fund; and \$70,000 from Fund 700000, Sewer Operating Budget), for the purpose of executing this agreement and meeting minimum agreement requirements; contingent upon the adoption of the Fiscal Year 2014 Appropriation Ordinance and contingent upon Chief Financial Officer furnishing a certificate certifying that the funds necessary for expenditures are, or will be, on deposit with the City Treasurer.

The five (5) year aggregate cost of the agreement shall not exceed \$6,370,963 for the purpose of furnishing mixed and delivered concrete from Diamond Concrete Supply, Inc., contingent upon the adoption of the Annual Appropriations Ordinance for the applicable fiscal year and contingent upon Chief Financial Officer first furnishes one or more certificates certifying that the funds necessary for expenditures are, or will be, on deposit with the City Treasurer.

#### EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

Contracts or agreements associated with this action will be subject to the City's Equal Opportunity contracting (San Diego Ordinance No. 18173, Section 22.701 through 22.2708) and Non Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

N/A.

#### COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

The Purchasing & Contracting Department issued Request for Bid (RFB) 10034119-13-Y and associated notification to furnish the City of San Diego with mixed and delivered concrete.

#### KEY STAKEHOLDERS AND PROJECTED IMPACTS:

City of San Diego residents, businesses, and visitors benefit from maintained concrete streets, alleys, sidewalks, curbs, and medians.

Sturdevan, Kip  
Originating Department

Chadwick, Scott  
Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

DATE:  
July 3, 2013

SUBJECT: Concrete Material for Street Division Operations

**GENERAL CONTRACT INFORMATION**

Recommended Consultant: Diamond Concrete Supply, Inc (Non-certified)

**Amount of this Action: \$ 1,200,000 (Not to Exceed)**

Funding Source: City of San Diego

Goals: 20.0% Voluntary (SLBE/ELBE)

**SUBCONTRACTOR PARTICIPATION**

There is no subcontractor activity associated with this action.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

Diamond Concrete Supply Inc submitted a Work Force Report for their Riverside County employees dated January 30, 2013 indicating 23 employees. The Work Force Report Analysis reflects under representations in the following categories:

Asian, Filipino and Female in Operative Workers

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

**ADDITIONAL COMMENTS**

This action is for a one year agreement Goods & Services contract, to furnish mixed and delivered concrete and authorize the City to renew for up to four (4) additional one-year periods.

This contract is awarded and monitored by Purchasing & Contracting through the Invitation for Bids (IFB) process **RFB 10034119-13-Y**.

**RW**



**CITY OF SAN DIEGO**  
**PURCHASING & CONTRACTING DEPT.**  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195

**Bid No. 10034119-13-Y**

**REQUEST FOR BID**

**Closing Date: February 11, 2013**  
**@ 3:00 p.m.**

**Subject: Furnish the City of San Diego with Mixed and Delivered Concrete**

**Timeline: As may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.**

1. Company: Diamond Concrete Supply, Inc.  
Address: 16124 Channel Rd.  
City/State/Zip: Lakeside, CA 92040  
Telephone: 619 287 2566  
Contact: Jaimy Dupleich E-Mail Address: Jaimy@diamondconcrete.co  
The City of San Diego Business Tax License Number: B1979051892  
Federal Tax ID Number: 95-3455504

2. The City's Standard Payment Terms are Net 30 Days.

Bidders may offer other payment terms (e.g., 2% 20 days) but they will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms.

State delivery time required: 30 days after receipt of order. Discounted terms offered: 5 % 15 Days

**FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:**

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

3. Signature\* of Authorized Representative/Contractor

Signature\* [Signature]  
Print Name: Jaimy Dupleich  
Title: Manager  
Date: 2/1/13

*\*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this Agreement and any Exhibits incorporated into this Agreement. Unless otherwise agreed to in writing, the Agreement includes the City's Request for Bid No. 10034119-13-Y, including any addendums issued under Bid No. 10034119-13-Y, the City's General Provisions for Bids dated January 3, 2005, and the Contractor's Bid in Response to the City's Request for Bid No. 10034119-13-Y.*

**FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:**

**Eleida Felix Yackel, /b19 Procurement Specialist**  
**Phone: (619) 533-4507 / Fax: (619) 236-5904 / E-Mail: [EFelixYackel@sandiego.gov](mailto:EFelixYackel@sandiego.gov)**

## TABLE OF CONTENTS

I. Pricing Page .....	4
A. Concrete and Related Materials .....	4
B. Informational Pricing .....	5
II. Specific Provisions.....	6
A. Questions and Comments .....	6
B. Pricing .....	6
C. Award.....	6
D. Submittals .....	6
E. Equal Benefits.....	7
F. Option to Renew .....	8
G. Price Adjustment Clause for Option Renewal .....	9
H. Substitutions .....	9
I. Recycled Material Content .....	9
J. Insurance Requirements.....	9
K. References/Qualifications .....	12
L. Emergency Contacts .....	13
M. General Provisions .....	13
N. Small Emerging Local Business Program .....	13
O. Business Tax Certificate .....	14
P. Contractor Standards.....	14
Q. Memorandum of Agreement (MOA Template).....	14
III. Specifications	
A. General.....	15
B. Definition .....	15
C. Estimate Of Requirements .....	15
D. Minimum Quantities .....	15
E. Pump Rental.....	16
F. Certified Load Tickets .....	16
G. Unloading Time .....	16
H. Invoicing .....	16
I. Inclement Weather.....	16
J. Delivery Requirement.....	16
K. Delivery Equipment.....	17
Bidder's References.....	18
Bidder's Statement of Subcontractors .....	19
Contractor Information Form.....	20
Contractor Standards Pledge of Compliance .....	21
Equal Opportunity Contracting Program (EOCP) .....	27



**I. PRICING PAGE**

**A. CONCRETE AND RELATED MATERIALS**

Item No.	Est Annual Qty	U/M	Description	Unit Cost	Extension
1.	4,000	CU YD	Concrete, 520-C-2500	\$ 90.50	\$ 362,000
2.	3,500	CU YD	Concrete, 560-C-3250	\$ 94.25	\$ 329,875
3.	1,000	CU YD	Concrete, 520-C-2500 Pump Mix	\$ 91.75	\$ 91,750
4.	1,000	CU YD	Concrete, 565-C-3250 Pump Mix	\$ 96	\$ 96,000
5.	500	CU YD	Concrete, Class D Std. (Seven (7) Sack) Type II Cement 1" Hardrock	\$ 98	\$ 49,000
6.	500	GL	Calcium Chloride Accelerator speeds up drying of concrete, but contains NO C.C. - C.C. corrodes steel.	\$ 4	\$ 2000
7.	300	LB	Fiber Mesh @ 1-1/2 lbs. per Cubic Yard	\$ 4	\$ 1,200
8.	300	LB	Fiber Mix @ 1-1/2 p lbs. per Cubic Yard	\$ 4	\$ 1,200
9.	300	CU YD	Type II, 3/8" Rock 3,500 PSI Pump Mix with No Fly Assistant per Mix Design No. 3511000	\$ 98	\$ 29,400
TOTAL A:					\$ 962,425-

**B. INFORMATIONAL PRICING**

Bidder must indicate prices for items below which will not be considered in award evaluation.

Item No.	Description	Cost
1.	Coloring Added to Concrete	\$ 4 /per lb.
2.	Extra Charge for Pozzoloth	\$ 0 /per oz.
3.	Extra Charge for Delivery of Less Than Seven (7) Cubic Yards of Mixed and Delivered Concrete	\$ 12 /per cu. yd.
4.	Is there a standby time charge if delivery is delayed by City personnel in excess of the four (4) minute allowable period? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the charge? (Designate if charge is flat rate or indicate per minute charge.)	\$ 1 per minute
5.	After Hour Charge for Opening Plant for Concrete Deliveries Monday through Friday Minimum Charge \$ 1700	\$ 0 /per hr.
6.	Day Charge for Opening Plant on Regularly Scheduled Closed Days for Projects Requiring Weekend Delivery *NO extra charge for Saturday deliveries scheduled from 7am-12pm	\$ 1700 /per day
TOTAL B:		\$ 1717-

*NOTE: The quantities specified are estimates based on prior experience. The City does not make any guarantee regarding the quantity of specified materials to be purchased during any given time frame.*

## II. SPECIFIC PROVISIONS

### A. QUESTIONS AND COMMENTS

Questions and comments regarding this bid must be submitted in writing to City of San Diego, Purchasing & Contracting Dept., ATTN: Eleida Felix Yackel, 1200 Third Avenue, Suite 200, San Diego, CA 92101; or by e-mail to EFelixYackel@sandiego.gov, no later than 5:00 p.m. on February 4, 2013.

### B. PRICING

Prices quoted shall be FOB Destination to various City of San Diego locations. Prices shall include all delivery and freight charges.

Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Page(s). Any changes to the Unit of Measure made by the Bidder may be cause for the item to be rejected as non-responsive.

### C. AWARD

This contract will be awarded pursuant to San Diego Municipal Code section 22.3206(b). The contract will be awarded to the lowest responsible and reliable bidder upon determining that the quality of the goods or services in responsive bids are substantially equal and that the primary difference is the price.

### D. SUBMITTALS

#### 1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and two (2) copy of bid, including any attachments, shall be submitted.

For purposes of review and in the interest of the City's sustainable business practices in general, the City strongly recommends the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials. Respondents should print/copy on both sides of a single sheet of paper

wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid shall be cause for the bid to be rejected as non-responsive.

- a. Equal Benefits (as specified in Section II, paragraph E).
- b. Recycled Material Certificate (as specified in Section II, paragraph I).
- c. Bidder's References (as specified in Section II, paragraph K).
- d. Bidder's Statement of Subcontractors (as specified in Section II, paragraph K).
- e. Contractor Standards Pledge of Compliance (as specified in Section II, paragraph P).
- f. Contractor Information (use form in Forms section).
- g. Drug-Free Workplace (use form in Forms section).
- h. ADA Certificate (use form in Forms section).
- i. Equal Opportunity Contracting Program (EOCP) (use form in Forms Section).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance Requirements as specified in Section II, paragraph J.
- b. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.
- c. Business Tax Certificate as specified in Section II, paragraph O, if not currently on file.

E. EQUAL BENEFITS

Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)] (use form in Forms Section). Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at [www.sandiego.gov/purchasing/](http://www.sandiego.gov/purchasing/) or can be requested from the Equal Benefits Program at (619) 533-3948.

F. OPTION TO RENEW

The City reserves the option to renew the contract for four (4) additional one (1) year periods under the terms and conditions of the current contract beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Bidder an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

Bidder shall indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised. 5 %

Failure to submit or complete the price increase section above will be construed to mean that prices bid will not be increased during any option period. The City will not grant an option, if the Contractor requests a price increase which exceeds above stated percentage. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

**G. PRICE ADJUSTMENT CLAUSE FOR OPTION RENEWAL**

In the event the Contractor does not request a price increase at the time of the contract renewal, and the Manufacturer subsequently announces a general increase in the price of their products, the Contractor may request an increase at that time. The Contractor must provide detailed supporting documentation from the Manufacturer to support the requested increase. The requested increase shall not exceed the percentage increase indicated in the "Option to Renew" clause.

**H. SUBSTITUTIONS**

No substitutions of items bid shall be permitted without review and written authorization from the City. The City shall be given a written thirty (30) day notice of any proposed substitution.

**I. RECYCLED MATERIAL CONTENT**

City Council Policy No. 100-14 allows for a \$5,000.00 price preference per contract for products which are made partially or fully from recycled material(s). This preference will be applied during the bid evaluation for each contract. Please submit proof, such as a Recycled Material Certificate, Material Safety Data Sheet, or other with your bid.

Please specify the recycled material and the percentage of recycled material used (if any) in the product bid:

Type of recycled material:

Water

Percent of recycled material used:

25%

**J. INSURANCE REQUIREMENTS**

**Insurance.** The winning Bidder/Proposer shall not begin any work under the Contract resulting from this solicitation until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Bidder/Proposer's liabilities, including but not limited to Bidder/Proposer's indemnity obligations, under the Contract resulting from this solicitation, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a

material element of the Contract resulting from this solicitation and Bidder/Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this solicitation may be treated as a material breach of contract by the City. The Bidder/Proposer shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of the Contract resulting from this solicitation.

**Deductibles.** All deductibles on any policy shall be the responsibility of the Bidder/Proposer and shall be disclosed to the City at the time the evidence of insurance is provided.

**Acceptability of Insurers.** Except for the State Compensation Insurance Fund, all insurance required by the Contract resulting from this solicitation or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**Reservation of Rights.** The City reserves the right, from time to time, to review the Bidder/Proposer's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Bidder/Proposer for the cost of the additional premium for any coverage requested by the City in excess of that required by the Contract resulting from this solicitation without overhead, profit, or any other markup.

**Additional Insurance.** The Bidder/Proposer may obtain additional insurance not required by the Contract resulting from this solicitation.

**Excess Insurance.** All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**Types of Insurance.** At all times during the term of the Contract resulting from this solicitation, the Bidder/Proposer shall maintain insurance coverage as follows:

1. **Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 (one million) per occurrence and subject to an annual aggregate of \$2,000,000.00 (two million). There shall be no endorsement or modification of the CGL limiting the

scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**Required Endorsements.** The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

**Commercial General Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Bidder/Proposer's insurance and shall not contribute to it.

**SEVERABILITY OF INTEREST.** The policy or policies must be endorsed to provide that the Bidder/Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

2. **Commercial Automobile Liability.** For all of the Bidder/Proposer's automobiles including owned, hired and non-owned automobiles, the Bidder/Proposer shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 (one million) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**Required Endorsements.** The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

**Automobile Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies



must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Bidder/Proposer.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Bidder/Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

3. **Workers' Compensation.** For all of the Bidder/Proposer's employees who are subject to the Contract resulting from this solicitation and to the extent required by the applicable state or federal law, the Bidder/Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1,000,000.00 (one million) of employers' liability coverage, and the Bidder/Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**Required Endorsements.** The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

**Worker's Compensation and Employer's Liability Insurance Endorsements**

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

**K. REFERENCES/QUALIFICATIONS**

Bidders are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years. Bidders must also demonstrate that they are properly equipped to perform the work as specified in this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

1. Bidder's References (use form in Forms section).
2. Bidder's Statement of Subcontractors

L. EMERGENCY CONTACTS

Names of emergency contacts: Twenty-four (24) hours per day, seven (7) days per week, including holidays.

Jaime Duplich 714-2346691  
Chris Magarro 619 847 2771  
Jennifer Duplich 619 379 2749

Telephone Number: \_\_\_\_\_

Fax Number: 619 287 9316

M. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated January 3, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid and any resulting contract by reference. The General Provisions are available online at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid.

N. SMALL EMERGING LOCAL BUSINESS PROGRAM

Prime vendors/contractors/consultants are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

1. All professional services (non-Architectural/Engineering) contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
2. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.

O. BUSINESS TAX CERTIFICATE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at [www.sandiego.gov/treasurer/](http://www.sandiego.gov/treasurer/) or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax Certificate, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

P. CONTRACTOR STANDARDS

This bid is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Bidders are required to complete the Contractor Standards Pledge of Compliance included in this Request for Bid (use form in Forms Section). The Contractor Standards are available online at [www.sandiego.gov/purchasing/vendor/index.shtml](http://www.sandiego.gov/purchasing/vendor/index.shtml) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

Q. MEMORANDUM OF AGREEMENT (MOA TEMPLATE)

Successful bidder will be required to sign off on subject MOA for award of contract. Subject template, included in forms section of this solicitation, illustrates the base document which may be revised to incorporate specific requirements of each individual solicitation.

Procurement Specialist will be completing the MOA and forwarding for signature prior to award of contract.

### **III. SPECIFICATIONS**

#### **A. GENERAL**

These specifications detail the requirements of the City for ready-mixed Portland cement concrete as specified in the most current editions of the Standard Specifications for Public Works Construction, Greenbook 2006 Edition classes of concrete, the City of San Diego Standard Drawings, Document No. 769332, May 2, 1997 and are intended to include the applicable provisions of Section 90 of the Standard Specifications of the Department of Transportation, State of California dated 1985, (or the most current edition).

#### **B. DEFINITION**

For the purpose of these specifications, the following definition shall apply:

- Mixed and delivered concrete is defined as aggregate sand, cement, and water, thoroughly mixed and delivered to the job in the Contractor's trucks, in the proper proportions for the class of concrete ordered. Delivery may be to any point within the San Diego City limits and to City facilities outside of City limits.

#### **C. ESTIMATE OF REQUIREMENTS**

Bid specifications are based on annual estimated quantities that will be used by City forces. The annual usage may be less or greater than the estimated quantities provided in the bid schedule.

1. Annual overall requirement for all classes of concrete: 11,400 cubic yards.
2. Average monthly requirements:
  - a. Concrete (all sections and classes): 1,000 cubic yards
  - b. Calcium Chloride: 42 gallons
  - c. Standby Time: 9,000 minutes

#### **D. MINIMUM QUANTITIES**

Mixed and delivered concrete will normally be ordered in quantities of more than seven (7) cubic yards. Any individual truck load of less than seven (7) cubic yards will be subject to the extra charge quoted by the Bidder on Page 6 of the Pricing Page.

E. PUMP RENTAL

Contractor shall provide pump rental at cost for large rock (1 inch aggregate) and small rock (3/8 inch aggregate), minimum price and maximum price, linear ft. of hose, price per hour and set up fee. It is estimated that a pump will be required approximately 5 times per year. Contractor is responsible for sub-contracting this service. Contractor shall invoice the City for payment. Payment will not be made by the City directly to the sub-contractor.

F. CERTIFIED LOAD TICKETS

For each load of concrete, the Contractor shall provide the City's representative with a copy of the Certified Load Ticket which shall list the date, truck number, type of mix and the class of concrete, the batch proportions by weight, the time of day the load left the plant, the job description, and the address for each and every unloading point. Ticket must also list any standby time for each job. The City's representative shall sign each load ticket in duplicate.

G. UNLOADING TIME

The Contractor shall allow four (4) minutes unloading time for each cubic yard of mixed and delivered concrete ordered. Unloading time will be figured from the time of starting the discharge of concrete from the truck to the time the truck is empty, including any time in transit between unloading points.

H. INVOICING

Contractor shall furnish City departments with invoices as material is delivered. Invoices shall be submitted in duplicate with an original clearly identified as such. Invoices shall show the dates of delivery, the purchase order number for each delivery, the quantities of each type of mix delivered and cross reference load ticket(s). Load ticket(s) must be attached to invoices as payment will be made on the basis of comparison of the invoice with the attached load ticket(s).

City departments are to be invoiced independently and shall not be commingled on any one (1) invoice. Multiple load tickets can be referenced on a single invoice only if they are for the same department.

I. INCLEMENT WEATHER

The City reserves the right to cancel any delivery due to inclement weather at any time prior to pouring. If the Contractor's yard remains open, and the City did not cancel the delivery, the Contractor shall provide concrete as scheduled.

J. DELIVERY REQUIREMENT

The City's work forces routinely work a structured eight (8) hour work day, Monday through Friday (five day a week), with normal business operations ending at 3:30

p.m. daily. The Contractor providing mixed and delivered concrete to City work sites should endeavor to deliver concrete products during normal business operations early in the work day so that City forces can complete their work prior to the end of their normal work day. The delivery periods that concrete shall be delivered to work sites is between 7:00 a.m. to 8:00 a.m. Orders for next day deliveries and shall be called in by City forces by 11:00 a.m.

Standard daily requirements is estimated at five (5) trucks per day.

K. DELIVERY EQUIPMENT

The Contractor shall ensure delivery trucks are in safe working condition and take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment, including but not limited to:

- a. Chutes need to properly lock.
- b. Brakes are to function properly.
- c. Equipment must not have oil leaks, if so Contractor is responsible to clean up area before leaving drop off site.
- d. Gages and water levels must function properly.

### BIDDER'S REFERENCES

The Bidder is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

#### REFERENCES

Company Name: City of San Diego Contact Name: Joe Castillo  
Address: \_\_\_\_\_ Phone Number: 619 527 3457  
Fax Number: \_\_\_\_\_

Dollar Value of Contract: \$ 962,000/yr Contract Dates: 2/2007- present

Requirements of Contract: Deliver ready-mixed concrete, daily, in a timely manner, to various locations through out the City of San Diego.

Company Name: Bulldog Contact Name: Oscar Pereyra  
Address: P.O. Box 131576 Phone Number: 619 954-3737  
San Diego, CA 92170 Fax Number: \_\_\_\_\_

Dollar Value of Contract: \$ 350,000 Contract Dates: 2009- present

Requirements of Contract: Deliver ready-mixed concrete, daily, in a timely manner, to various locations through out San Diego County.

Company Name: Moreno Concrete Contact Name: Jose Moreno  
Address: \_\_\_\_\_ Phone Number: 619 520-0044  
Fax Number: \_\_\_\_\_

Dollar Value of Contract: \$ 205,000 Contract Dates: 2010- present

Requirements of Contract: Deliver ready-mixed concrete, daily, in a timely manner, to various locations through out San Diego County

### BIDDER'S STATEMENT OF SUBCONTRACTORS

The Bidder is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. NOTE: Add additional pages if necessary.

Company Name: United Concrete Pump Contact Name: Tommy Molina  
Address: \_\_\_\_\_ Phone Number: 619 454-9493  
\_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Dollar amount of sub-contract: \$ n/a Contract Dates: n/a  
Contractor's License #: n/a  
Requirements of contract: pump concrete as needed by the City  
What portion of work will be assigned to this subcontractor: as needed

Company Name: Lopez Pumping Contact Name: Louie Lopez  
Address: \_\_\_\_\_ Phone Number: 619 746-0040  
\_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Dollar amount of sub-contract: \$ n/a Contract Dates: n/a  
Contractor's License #: n/a  
Requirements of contract: pump concrete as needed by the city  
What portion of work will be assigned to this subcontractor: as needed

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
\_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Dollar amount of sub-contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_  
Contractor's License #: \_\_\_\_\_  
Requirements of contract: \_\_\_\_\_  
What portion of work will be assigned to this subcontractor: \_\_\_\_\_



CONTRACTOR INFORMATION FORM

CONTRACTOR: Diamond Concrete Supply, Inc.  
BID NUMBER: 10034119-13-Y  
CONTRACT TITLE: Mixed and Delivered Concrete  
CONTACT PERSON: 7:00 a.m. to 3:30 p.m. Jaime Dupleich  
PHONE NUMBER: One (1) Hour Response or Less 619 287-2566  
FAX NUMBER: 619 287 9316  
PAGER NUMBER: n/a  
CELL PHONE NUMBER: 714 234-6691  
EMERGENCY NUMBER: 714 234 6691  
(For non working hours including weekends and holidays)  
NAME OF ON SITE (WORKING) SUPERVISOR: Jaime Dupleich  
(Capable of discussing all aspects of the contract)  
NAME OF NON-WORKING SUPERVISOR: n/a  
NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: n/a  
DAYS OF WEEK (EMPLOYEES) ON SITE (CIRCLE): S (M) (T) (W) (TH) (F) (S)  
PRINT NAME: Jaime Dupleich  
SIGNATURE: [Signature]

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN WRITING TO THE CONTRACT ADMINISTRATOR.

**City of San Diego Purchasing & Contracting Department**  
**CONTRACTOR STANDARDS**  
*Pledge of Compliance*

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

**A. PROJECT TITLE:**

Deliver Ready mixed Concrete

**B. BIDDER/CONTRACTOR INFORMATION:**

Guillermo A. Dupleich, Diamond Concrete Supply, Inc.  
Legal Name DBA  
16124 Channel Rd. Lakeside CA 92040  
Street Address City State Zip  
Guillermo Dupleich, Manager 619 287 2566 619 287 9316  
Contact Person, Title Phone Fax

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
☐ Yes ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?  
☐ Yes ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

☒ **Corporation** Date incorporated: 2/4/1985 State of incorporation: CA

List corporation's current officers: President: Guillermo Duplich  
Vice Pres: Magaly Duplich  
Secretary: \_\_\_\_\_  
Treasurer: Jessica Duplich

Is your firm a publicly traded corporation? ☐ Yes ☒ No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Limited Liability Company** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List names of members who own five percent (5%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Partnership** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Sole Proprietorship** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Joint Venture** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?  
☐ Yes ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
☐ Yes ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
☐ Yes ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?  
☐ Yes ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?  
☐ Yes ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged default, breach of contract, or fraud with or against a government agency?  
☐ Yes ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted, breached a contract, or committed fraud?  
☐ Yes ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?

☐ Yes ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

#### H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

☐ Yes ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ Yes ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

#### I. TYPE OF SUBMISSION: This document is submitted as:

☒ Initial submission of *Contractor Standards Pledge of Compliance*.

☐ Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_/\_\_\_\_/\_\_\_\_.

**Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.**

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.

Bid No. 10034119-13-Y

- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

<u>Jaimey Depluch, Manager</u>	<u></u>	<u>1/31/13</u>
Print Name, Title	Signature	Date

City of San Diego Purchasing & Contracting Department  
CONTRACTOR STANDARDS  
*Pledge of Compliance Attachment "A"*

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

n/a

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### BIDDER REQUIREMENTS

- I. **City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of professional service Proposers doing business with the City. The City encourages its Proposers to share this commitment. Prime Proposers are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.
- II. **Nondiscrimination in Contracting Ordinance.** All Proposers and professional service providers doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
  - A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
  - B. Contract Language. The following language shall be included in contracts for City projects between the Proposer and any Subcontractors, vendors, and suppliers:

Proposer shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Proposer shall provide equal opportunity for Subcontractors to participate in opportunities. Proposer understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.
  - C. Compliance Investigations. Upon the City's request, Proposer agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Proposer has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Proposer for each subcontract or supply contract. Proposer further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Proposer understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Proposer up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Proposer further understands and agrees that the procedures, remedies and sanctions provided for in the



*Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

**III. Equal Employment Opportunity.** Proposers shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Proposers shall submit with their proposal a *Work Force Report* for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

- A. Work Force Report. If based on a review of the *Work Force Report* (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, then the Proposer will also be required to submit an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, it must include at least the following assurances that:
  2. The Proposer will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Proposer's employees are assigned to work;
  3. A responsible official is designated to monitor all employment related activity to ensure the Proposer's EEO Policy is being carried out and to submit reports relating to EEO provisions;
  4. Proposer disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
  5. The Proposer reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
  6. The Proposer discusses its EEO Policy Statement with Subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
  7. The Proposer documents and maintains a record of all bid solicitations and outreach efforts to and from Subcontractors, Proposer associations and other business associations;
  8. The Proposer disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit,

maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;

9. The Proposer disseminates its EEO Policy to union and community organizations;
10. The Proposer provides immediate written notification to the City when any union referral process has impeded the Proposer's efforts to maintain its EEO Policy;
11. The Proposer maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
12. The Proposer maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
13. The Proposer encourages all present employees, including people of color and women employees, to recruit others;
14. The Proposer maintains all employment selection process information with records of all tests and other selection criteria;
15. The Proposer develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Proposer's employment needs;
16. The Proposer conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
17. The Proposer ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
18. The Proposer establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
19. The Proposer is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a Proposer association, Proposer/community professional association, foundation or other similar group of which the Proposer is a member will be considered as being part of fulfilling these obligations, provided the Proposer actively participates.

- IV. Equal Opportunity Contracting.** Prime Proposers are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer contracting opportunities to all eligible Subcontractors. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *Small Emerging Local Business Program participation level*.

**A. Small Emerging Local Business Program Participation Level**

Prime vendors/contractors/consultants are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

1. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
2. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.

- B. Contract Activity Reports.** To permit monitoring of the winning Proposer's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.

- V. Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

**A. Proposers are required to submit the following information with their proposals:**

1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
2. Past Participation Levels. Listing of Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.

3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
  4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. In accordance with the City's Equal Opportunity Commitment, EOCP will evaluate the **Proposer's** demonstrated commitment to equal opportunity including the following factors:
1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subcontracting opportunities available to all interested and qualified firms on this project including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
  2. Past Participation Levels. Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years.
  3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
  4. Community Activities. Proposer's current community activities.
- VI. List of Subcontractors/Subconsultants.** Proposers are required to submit a *Subcontractor List* with their proposal.
- A. Subcontractors List. The *Subcontractor List* (Attachment CC) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.
1. Subcontractors, Subconsultants and Vendors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Proposer's fee.
- B. Commitment Letters. Proposer shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
- VII. Definitions.** Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a

publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified **“Women Business Enterprise” (WBE)** means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified **“Disadvantaged Business Enterprise” (DBE)** means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified **“Disabled Veteran Business Enterprise” (DVBE)** means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

**“Other Business Enterprise” (OBE)** means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

**Emerging Local Business Enterprise (ELBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

1. \$2.75 million – Construction
2. \$1.5 million – Specialty Construction
3. \$1.5 million – Goods/Materials/Services
4. 1.0 million – Trucking
5. \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**Local Business Enterprise (LBE)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

**Small Local Business Enterprise (SLBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of

operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

#### **VIII. Certification.**

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SMBE, SWBE
Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

#### **IX. List of Attachments.**

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report



City of San Diego

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

**WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

**Section 1.01 CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☒ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Diamond Concrete Supply, Inc.

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 10124 Channel Rd.

City: Lakeside County: San Diego State: CA Zip: 92040

Telephone Number: (619) 287 2566 Fax Number: (619) 287 9316

Name of Company CEO: Bill Dupleich

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Type of Business: Concrete Manufacture & Delivery Type of License: General Business

The Company has appointed: Jaimey Dupleich

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 10124 Channel Rd.

Telephone Number: (619) 287 2566 Fax Number: (619) 287 9316

- ☐ One San Diego County (or Most Local County) Work Force - Mandatory  
☐ Branch Work Force \*  
☐ Managing Office Work Force

Check the box above that applies to this WFR.

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Diamond Concrete Supply, Inc.

San Diego, CA (County) (State) hereby certify that information provided

herein is true and correct. This document was executed on this 30 day of Feb, 2013

[Signature] (Authorized Signature) Jaimey Dupleich (Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Diamond Concrete Supply, Inc. DATE: 1/30/13  
 OFFICE(S) or BRANCH(ES): 10124 Channel Rd. COUNTY: San Diego

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |  |  |
|--|--|
| (1) Black, African-American                          | (5) Filipino                                       |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian                               |
| (3) Asian, Pacific Islander                          | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo                          |  |

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial				2					1					
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support				1								1		
Services														
Crafts														
Operative Workers	2		9								4			
Transportation														
Laborers*			3											

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2		12	3					1		4	1		
--------------------	---	--	----	---	--	--	--	--	---	--	---	---	--	--

Grand Total All Employees 23

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



**WORK FORCE REPORT - Page 3**

NAME OF FIRM: Diamond Concrete Supply DATE: 1/30/13

OFFICE(S) or BRANCH(ES): 16124 Channel Rd. COUNTY: San Diego

**I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:**

- |  |  |
|--|--|
| (1) Black, African-American                          | (5) Filipino                                       |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian                               |
| (3) Asian, Pacific Islander                          | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo                          |  |

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees	0													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														



# CITY OF SAN DIEGO WORK FORCE REPORT

## HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

## WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.<sup>2</sup> If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

## MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

## TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

## **Exhibit A: Work Force Report Job categories-Administration**

Refer to this table when completing your firm's Work Force Report form(s).

### **Management & Financial**

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

### **Professional**

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

### Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

### Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

### Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

### Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

### Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

### Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

### Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

### Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

## Exhibit B: Work Force Report Job categories-Trade

### Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

### Carpenters

### Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

### Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

### Construction Laborers

### Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

### Electricians

### Elevator Installers and Repairers

### First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers
---

### Glaziers

### Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

### Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

### Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

### Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

### Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

### Plasterers and Stucco Masons

### Roofers

### Security Guards & Surveillance Officers

### Sheet Metal Workers

### Structural Iron and Steel Workers

### Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

### Workers, Extractive Crafts, Miners

## SUBCONTRACTORS LIST

### INFORMATION REGARDING SMALL EMERGING LOCAL BUSINESS PROGRAM PARTICIPATION:

- a. Subcontractor's List shall include name and complete address of all Subcontractors who will receive more than one half of one percent (0.5%) of the Prime Proposer's fee.
- b. Proposer shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
- c. Subcontractors shall be used for scope of work listed. No changes to this Subcontractors List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	* SLBE/ELBE /MBE/ WBE/DBE/ DVBE/OBE	** WHERE CERTIFIED
n/a					

\* For information only. As appropriate, Proposer shall identify Subcontractors as:

Certified Minority Business Enterprise	MBE
Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE
Small Local Business Enterprise	SLBE
Emerging Local Business Enterprise	ELBE

\*\* For information only. As appropriate, Proposer shall indicate if Subcontractor is certified by:

City of San Diego	CITY
State of California Department of Transportation	CALTRANS



# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

Phone (619) 533-3948 Fax (619) 533-3220

## COMPANY INFORMATION

Company Name: Diamond Concrete Supply, Inc. Contact Name: Jaime Duplich  
 Company Address: 10124 Channel Rd. Contact Phone: 619 287 2566  
 Contact Email: Jaime@diamondconcrete.com

## CONTRACT INFORMATION

Contract Title: Mixed and Delivered Concrete Start Date: \_\_\_\_\_  
 Contract Number (if no number, state location): \_\_\_\_\_ End Date: \_\_\_\_\_

## SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

## CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- ☒ I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- ☒ Provides equal benefits to spouses and domestic partners.
  - ☐ Provides no benefits to spouses or domestic partners.
  - ☐ Has no employees.
  - ☐ Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- ☐ I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Manager  
Name/Title of Signatory

[Signature]  
Signature

1/31/13  
Date

## FOR OFFICIAL CITY USE ONLY

Receipt Date: \_\_\_\_\_ EBO Analyst: \_\_\_\_\_ ☐ Approved ☐ Not Approved – Reason: \_\_\_\_\_

## **DRUG-FREE WORKPLACE**

### **A. GENERAL**

All City projects are now subject to The City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All bidders should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

### **B. DEFINITIONS**

- 1) "Drug-Free Workplace" means a site for the performance of work done in connection with a contract let by The City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) "Employee" means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) "Controlled Substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) "Contractor" means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

### **C. CITY CONTRACTOR REQUIREMENTS**

- 1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a Drug-Free Workplace by doing all of the following:
  - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.



- b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:
    - (1) The dangers of drug abuse in the workplace.
    - (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
    - (4) The penalties that may be imposed upon employees for drug abuse violations.
  - c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

**NOTE:** The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

**THIS DOCUMENT MUST BE COMPLETED,  
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD  
DRUG-FREE WORKPLACE**

**CONTRACTOR CERTIFICATION**

**BID NUMBER:** 10034119-13-Y

**PROJECT TITLE:** Mixed and Delivered Concrete

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for proposals, and that,

Diamond Concrete Supply, Inc.

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

**SIGNED:** [Signature]

**PRINTED NAME:** Jaimey Deleitch

**TITLE:** Manager

**COMPANY NAME:** Diamond Concrete Supply

**ADDRESS:** 10124 Channel Rd.

Lakeside, CA 92040

**TELEPHONE:** 619 287 2566 **FAX:** 619 287 9316

**DATE:** 11/30/13

**AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

**BID/QUOTE NUMBER:** 10034119-13-Y

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in Section F.11 "American with Disabilities Act" of the City of San Diego, Purchasing Division General Provisions for Bids Dated 01/03/2005, and that;

Diamond Concrete Supply, Inc.

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed [Signature]  
Printed Name Jaimy Dupleich  
Title Manager

## MEMORANDUM OF AGREEMENT

### MIXED AND DELIVERED CONCRETE

This Memorandum of Agreement (MOA) is made by and between Diamond Concrete Supply, Inc. (Bidder) and the City of San Diego (City), referred to individually as "Party" and collectively as the "Parties," to memorialize their acceptance of the terms of the Contract resulting from the Bidder's successful bid in response to the City's Request for Bid (RFB) No.10034119-13-Y for Mixed and Delivered Concrete.

#### Recitals

WHEREAS, the City issued RFB No. 10034119-13-Y for Mixed and Delivered Concrete, a true and correct copy of which is attached hereto as Exhibit "A;"

WHEREAS, except as otherwise specified, the City's RFB No. 10034119-13-Y also incorporates the City's General Provisions for Bids Dated January 3, 2005 (General Provisions), a true and correct copy of which is attached hereto as Exhibit "B;"

WHEREAS, Bidder submitted a bid in response to RFB No. 10034119-13-Y (Bid), a true and correct copy of which is attached hereto as Exhibit "C;" and

WHEREAS, the City has determined that the Bidder's Bid is the winning bid and intends to award the contract to the Bidder on that basis;

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### Agreement

##### 1. Contract Documents.

This MOA consists of this document and all the documents listed below, which are attached hereto as Exhibits A-E and incorporated in full herein, and which together contain all the terms and conditions of this MOA (collectively referred to as "Contract Documents").

1.1 City's RFB No. 10034119-13-Y (Exhibit "A");

1.2 City's General Provisions (Exhibit "B");

1.3 Bidder's Bid (Exhibit "C");

1.4 City's written acceptance of exceptions or clarifications to the RFB, if any (Exhibit "D"); and

1.5 Bidder's Best and Final Offer, if any (Exhibit "E").

This MOA, including all the Exhibits incorporated into this MOA, constitutes the entire understanding between the City and the Bidder with respect to the subject matter and transactions contemplated by this MOA. This MOA including all the Exhibits incorporated into this MOA supersedes any and all prior agreements, understandings, promises, or inducements with respect to the subject matter and transactions contemplated by this MOA.

2. Scope and Term of Work.

The Bidder shall provide City with Mixed and Delivered Concrete in strict compliance with the Contract Documents for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications at the prices stated in the Bidder's Pricing Page(s). The total duration of the MOA, including all options to renew, shall not exceed five years unless approved by ordinance of the City Council.

3. Effective Date.

This MOA shall be effective on the date executed by the last Party to sign it and approved by the City Attorney in accordance with Charter section 40.

4. Option to Renew.

The City reserves the option to renew this MOA for up to one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications under the terms and conditions stated in the MOA as more fully described in RFB No. 10034119-13-Y, Specific Provisions, Option to Renew.

5. Compensation.

The City shall pay the Bidder the amounts set forth in the Bidder's Pricing Page(s) at the times and in the manner set forth in the Contract Documents. The total amount paid to the Bidder under this MOA shall not exceed \$964,169. The Bidder is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this MOA is amended in a writing duly executed by the Parties increasing this not-to-exceed amount.

6. Annual Appropriation of Funds.

Bidder acknowledges that the term of this MOA may extend over multiple City fiscal years, and Bidder understands and agrees that work and compensation under this MOA is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. In the event sufficient funds are not duly appropriated and authorized for any given fiscal year, this MOA may be terminated at the end of the fiscal year for which funding was appropriated and authorized. The City is not obligated to pay Bidder for any amounts not duly appropriated and authorized by the City Council.

7. Contract Interpretation.

It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, equipment, goods or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section 7.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

Order of Precedence:

7.1 This Memorandum of Agreement.

7.2 The City's written acceptance of any exceptions to clarifications to the RFB (if any).

7.3 Section III of the RFB (Goods/Services Specifications).

7.4 The Bidder's Best and Final Offer (if any).

7.5 The Bidder's Pricing Page(s).

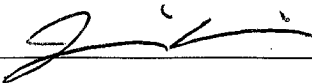
7.6 All sections of the RFB not identified above.

7.7 The General Provisions.

8. Amendments. This MOA may not be amended except by an instrument in writing duly executed by both Parties. Any alleged oral amendments shall have no force or effect.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego pursuant to San Diego Municipal Code Section 22.3203 authorizing such execution, and the Bidder acting by and through its authorized officer.

DIAMOND CONCRETE SUPPLY, INC.

By: 

Name: Jaimy Dupleich

Title: Manager

Date: 1/31/13

THE CITY OF SAN DIEGO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

I HEREBY APPROVE the form and legality of the foregoing agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

JAN I. GOLDSMITH, City Attorney

By: \_\_\_\_\_

Deputy City Attorney

The City of San Diego  
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

CC 3000006240

ORIGINATING BUSINESS AREA: 2013

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: Fund:

Purpose:

Date: By: Rob Ruscitto

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
									\$0.00
TOTAL AMOUNT									\$0.00

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$1,200,000.00

Vendor: Diamond Concrete Supply, Inc.

Purpose: Authorize the agreement to furnish mixed and delivered concrete used to maintain and repair streets, alleys, raised medians, curbs, gutters, cross gutters, and sidewalks.

Date: July 9, 2013 By: Rob Ruscitto

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA

Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
01	700011		21003134	OTHR-00000000-WU	511091	2013	2013171212		\$8,000.00
02	100000			OTHR-00000000-TR	511091	2116	2116110013		\$930,000.00
03	700011		21003136	OTHR-00000000-WU	511091	2013	2013171112		\$192,000.00
04	700000		21001425	OTHR-00000000-PR	511091	2011	2011131412		\$70,000.00
TOTAL AMOUNT									\$1,200,000.00

FUND OVERRIDE ☐

CC 3000006240

RESOLUTION NUMBER R-\_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
SAN DIEGO AUTHORIZING TO EXECUTE AN  
AGREEMENT WITH DIAMOND CONCRETE SUPPLY,  
INC. FOR STREET DIVISION OPERATIONS.

WHEREAS, in February 2013, the City issued Request for Bid No. 10034119-13-Y to  
furnish mixed and delivered concrete by the Street Division in Fiscal Year 2013; and

WHEREAS, Diamond Concrete Supply submitted the lowest responsible proposal,  
subject to Council approval; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego as follows:

1. That the Mayor, or his designee, is authorized to execute, for and on behalf of the  
City, a one-year agreement with an option to renew for up to four additional one-year periods  
with Diamond Concrete Supply, Inc., to furnish the City of San Diego with mixed and delivered  
concrete, under the terms and conditions set forth in the agreement Bid No. 10034119-13-Y, on  
file in the Office of the City Clerk as Document No. RR \_\_\_\_\_.

2. That the Chief Financial Officer is authorized to appropriate and expend an  
amount not to exceed \$6,370,963.00, including up to \$1,200,000 in FY 2014 funds, throughout  
the duration of this Agreement with Diamond Concrete Supply, Inc., contingent upon the  
adoption of the Annual Appropriations Ordinance for the applicable fiscal year and provided  
that the Chief Financial Officer furnishes one or more certificates demonstrating that the funds  
for this expenditure are, or will be, on deposit in the City Treasury.



APPROVED: JAN I. GOLDSMITH, City Attorney

By \_\_\_\_\_  
Ryan P. Gerrity  
Deputy City Attorney

RPG:cfq  
7/2/2013  
Or.Dept:Transportation & Storm Water  
Doc. No.: 591515  
CC. No.: 3000006240

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego,  
at its meeting of \_\_\_\_\_.

ELIZABETH S. MALAND  
City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
BOB FILNER, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
BOB FILNER, Mayor